

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____,
_____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE GILDER LEHRMAN INSTITUTE OF AMERICAN HISTORY

(hereinafter referred to as "GLI"),

whose principal place of business is

49 West 45th Street

6th Floor

New York, New York 10036

WHEREAS, GLI and SBBC agree to partner in the Hamilton Education Program, which will hold one (1) student matinee of Hamilton on January 16, 2019.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 Recitals. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement shall commence upon the execution of all parties and shall conclude on January 16, 2019.

2.02 **GLI will:**

2.02.1 Offer the program to Title I eligible high schools only, in the vicinity of Ft. Lauderdale, Florida. Participating students must be enrolled in an American History course or comparable courses including but not limited to Civics, American Government and Debate.

2.02.2 Collect online applications from schools interested in participating.

2.02.3 Confirm the Title I eligible status with SBBC.

- 2.02.4 Select the participating schools for each matinee after confirming eligibility and on a first-come, first-served basis. GLI reserves the right to also remove any school from the program for cause after communicating to SBBC Point of Contact.
- 2.02.5 Work with participating schools over the course of 6 - 8 weeks to prepare for the day of the student matinee and respond to questions. The process will begin with the initial notification, confirming the number of tickets allocated to each participating school.
- 2.02.6 Help the schools implement the Hamilton Education Program's teacher-led curriculum for all students attending the matinee.
- 2.02.7 Provide the necessary curricular materials, including printed Student Guides and access to the Hamilton Education Program website.
- 2.02.8 Outline, track, and collect the school's deliverables, including but not limited to rosters, signed consent forms, and completed projects/written work from all students attending the matinee.
- 2.02.9 Assign seating for all students, chaperones, and other attendees on the day of each student matinee.
- 2.02.10 Provide a detailed schedule for the day of the student matinee, which will include the time for arrival at the theater, the check-in process, student performances, Q&A session, lunch, matinee performance of *Hamilton*, and dismissal from the theater.
- 2.02.11 Coordinate a "Liaison's Meeting" to meet with school representatives prior to the matinee, by phone or in person, to explain the logistics and expectations for the day of the student matinee.
- 2.02.12 Organize a walkthrough of the theater with all relevant parties, including the the School Board of Broward County, local law enforcement, the Broward Center for the Performing Arts, and representatives from the Mayor's Office.
- 2.02.13 Collaborate with SBBC to ensure that all deadlines are met by the schools and share reports with information pertaining to schools that have challenges meeting the deadlines or completing the required deliverables.
- 2.02.14 Work with the Broward Center for the Performing Arts to coordinate the theater-related logistics on the day of the matinee. This includes but is not limited to organizing the arrival and dismissal of schools at/from the theater and setting theater rules and behavior expectations for participating schools.
- 2.02.15 Work with the Mayor's Office to coordinate city-related issues such as traffic and safety and security measures on the day of the matinee. See further details below.
- 2.02.16 Collect payment directly from schools for the matinee tickets. The cost to schools is \$10.00 per student/chaperone.
- 2.02.17 Provide onsite leadership for the day of the student matinee to:
 - 2.02.17.1 Run the check-in process, which includes distributing the matinee tickets, seating charts, schedules, and other relevant information
 - 2.02.17.2 Liaise with the ushers and other theater staff, SBBC staff, Security personnel, Mayor's Office, school liaisons, students, chaperones, and other attendees.
 - 2.02.17.3 Help manage the press
 - 2.02.17.4 Coordinate the photography and videotaping for the day
 - 2.02.17.5 Ensure that the full-day program runs according to the schedule

- 2.02.18 Report to funders, such as The Rockefeller Foundation and local organizations, on various aspects of the program, including statistics on attendance, student/school demographics, and anecdotal evidence of success or failures.
- 2.02.19 Providing safety vests for all chaperones.
- 2.02.20 Distributing and confirming all chaperones are wearing safety vests on the day of the student matinee.
- 2.02.21 Confidentiality of Education Records
- 2.02.21.1 Notwithstanding any provision to the contrary within this Agreement, GLI shall:
- i. fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
 - ii. hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
 - iii. ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
 - iv. safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
 - v. utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
 - vi. notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
 - vii. fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
 - viii. prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
 - ix. be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
 - x. provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC

in resolving obligations associated with a security breach of confidentiality of education records; and

- xi. securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

2.02.21.2 All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. Notwithstanding the foregoing, GLI shall retain all rights conferred to GLI by written consent and release as provided for in subparagraph 2.02.21.1(ii). Additionally, all GLI copyrighted material shall remain the property of GLI, including without limitation, GLI's curricular materials—student workbooks, teacher's guide, website content—and any interviews, photographs, videos, or audio recordings produced or created by GLI on the date of the student matinee on January 16, 2019.

2.02.21.3 GLI shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.02.22 Safeguarding Confidential SBBC Employee Records

- 2.02.22.1 Notwithstanding any provision to the contrary within this Agreement, GLI shall
- i. fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records,
 - ii. hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law,
 - iii. only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement,
 - iv. protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information,
 - v. notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may

be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes,

- vi. prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, and
- vii. be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.03 SBBC agrees to:

- 2.03.1 Confirm the Title I eligible status of all the public and public charter schools that have applied to participate.
- 2.03.2 Assign a day-to-day point person who will
 - 2.03.2.1 Facilitate communications between GLI and participating schools regarding and including but not limited to deliverables, deadlines, safety & other protocols on the day of the matinee, and payments (if applicable)
 - 2.03.2.2 Be physically present at the theater on the day of the student matinee(s)
 - 2.03.2.3 Attend the “Liaison’s Meeting” coordinated by GLI
 - 2.03.2.4 Attend at least 1 walkthrough of the theater and surrounding areas, coordinated by GLI
- 2.03.3 Confirm that the proposed matinee date(s) do not conflict with the public school calendar (holidays, testing dates, PD days, etc.) or other significant local events.
- 2.03.4 Allow schools to implement Gilder Lehrman’s Hamilton Education Program curriculum over the course of 3 to 5 days minimum.
- 2.03.5 Share contact information for Title I eligible high schools who qualify for the program, including but not limited to the Principal’s email and phone number.
- 2.03.6 Share the demographic information of participating schools with GLI for evaluation and reporting purposes, including but not limited to the percentage of students who qualify for free and reduced-price lunch.
- 2.03.7 Work directly with all participating schools to coordinate and review funding opportunities to address the cost of all field-trip-related items, such as lunch/meals, transportation to and from the theater, and the cost of student and chaperone tickets. These items will not be funded by the Hamilton Education Program or the Gilder Lehrman Institute and must be provided by the participating schools or SBBC.
- 2.03.8 In conjunction with Broward Center for the Performing Arts, help identify a suitable place for students and chaperones to eat lunch on the day of the student matinee(s). The location must be within walking distance of the theater, and if outdoors, there must be a weather contingency plan.
- 2.03.9 Provide a contact for all safety and security matters.
- 2.03.10 Upon request from GLI, organize a call with Principals and/or other critical school representatives to reinforce the ground rules, expectations, and protocols for the day of the student matinee(s). This call would be after the Liaison’s Meeting and before the student matinee(s).
- 2.03.11 SBBC Disclosure of Education Records.

- 2.03.11.1 SBBC will provide GLI the records listed in this section to comply with requirements of the Hamilton Education Program, as well as facilitate videotaping, interviewing and photographing students for media use.
- 2.03.11.2 SBBC will provide GLI with the following education records: first name, last name, school name, city and state of school site, event special accommodations, teacher name, student project submitted in connection with the Hamilton Education Project, video tapes and photographs of students.
- 2.03.11.3 SBBC will obtain written consent from each student's parent/guardian or student age 18 or older whose education records are to be shared prior to disclosing or allowing access to the education records listed above.

2.03.12 SBBC Disclosure of Employee Records.

- 2.03.12.1 SBBC will provide GLI the records listed in this section for tracking of chaperone requirements of the Hamilton Education Program.
- 2.03.12.2 SBBC will provide GLI with the following employee records: first name, last name, school name, email address, and event special accommodations.
- 2.03.12.3 SBBC will obtain consent from each employee prior to disclosing the records listed above. GLI shall not use the employee records listed in this section for any purpose other than those listed or re-disclose the records to any outside source without the prior written consent of the employee, except as required or allowable by law.

2.04 **Public Records.** Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

Signed in Agreement by:

Sasha Rolon Pereira

Name: Sasha Rolon Pereira,

Title: Director, Hamilton Education Program

11-29-2018

Dated

On behalf of the

Gilder Lehrman Institute of American History

(Corporate Seal)

ACCEPTED BY:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Heather P. Brinkworth, Chair

ATTEST:

Approved as to Form and Legal Content:

Robert W. Runcie, Superintendent of Schools

Office of the General Counsel